

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

IN THE MATTER OF: Ekstrom)	
Properties and Cardinal Industrial)	
Finishes)	DOCKET NO. 97-12
)	
)	
UNDER THE AUTHORITY OF THE)	AGREEMENT AND COVENANT
COMPREHENSIVE ENVIRONMENTAL)	NOT TO SUE
RESPONSE, COMPENSATION, AND)	
LIABILITY ACT OF 1980, 42 U.S.C.)	
§ 9601, <u>et seq.</u> , as amended.)	

I. Introduction

1. This Agreement and Covenant Not to Sue (the "Agreement") is made and entered into by and between the United States Environmental Protection Agency ("EPA") and Ekstrom Properties and Cardinal Industrial Finishes ("Settling Respondents"). EPA and Settling Respondents are collectively referred to herein as the "Parties".

2. EPA enters into this Agreement pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

3. Ekstrom Properties is a California partnership with principal offices at 1329 Potrero Avenue, South El Monte, California. Ekstrom Properties was formed by Stan Ekstrom, President of Cardinal Industrial Finishes ("Cardinal"), for the purpose of acquiring and holding property for lease by Cardinal. Ekstrom Properties desires to enter into an agreement with Rathon Corporation ("Rathon"), which subject to certain terms and conditions, provides for the purchase by Ekstrom Properties of the property located at 15010 Don Julian Road, in the City of Industry, California (the "Property").

4. Cardinal is a California corporation with principle offices at 1329 Potrero Avenue, South El Monte, California. Upon its purchase, Cardinal intends to lease the Property from Ekstrom Properties.

5. The Property consists of approximately 11 acres and is within the area encompassed by the Puente Valley Operable Unit of the San Gabriel Valley Superfund Sites, Areas 1-4. The San Gabriel Valley Superfund Sites were listed on the National

Priorities List in 1984 due to the presence of extensive groundwater contamination.

6. The Property has not been used for commercial purposes for several years. Ekstrom Properties intends lease the Property to Cardinal for use as a powder coating manufacturing plant, thereby returning the Property to productive use. Settling Respondents do not wish to incur or subject themselves to the environmental liabilities that may be associated with Existing Contamination (if any), or the threat thereof, existing on or proximate to the Property as of the date of purchase.

7. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of the Settling Respondents for the Existing Contamination at the Property which may otherwise result from Settling Respondents becoming an owner or lessee of the Property.

8. The Parties agree that the Settling Respondents entry into this Agreement, and the actions undertaken by the Settling Respondents in accordance with this Agreement, do not constitute an admission of any liability by the Settling Respondents.

9. The resolution of this potential liability, in exchange for provision by the Settling Respondents to EPA of a substantial benefit, is in the public interest.

II. Definitions

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

10. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

11. "Existing Contamination" shall mean:

a. any hazardous substances, pollutants or contaminants, present or existing on or under the Property as of the effective date of this Agreement and for which Settling Respondents are not presently liable in any way;

b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement; provided that Settling

Respondents are not presently liable in any way for such migrated hazardous substances, pollutants or contaminants; and

c. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement; provided that Settling Respondents are not presently liable in any way for such hazardous substances, pollutants or contaminants and does not cause or contribute to the migration of such hazardous substances, pollutants or contaminants from the Property.

12. "Parties" shall mean EPA and the Settling Respondents.

13. "Property" shall mean the real property commonly referred to as 15010 Don Julian Road in the City of Industry, California, including existing improvements. The Property is more particularly described in Exhibit 1 to this Agreement.

14. "Settling Respondents" shall mean Ekstrom Properties and Cardinal Industrial Finishes.

15. "Site" shall mean the San Gabriel Valley Superfund Site, encompassing approximately thirty (30) square miles, located in the San Gabriel Valley of California, and including the El Monte, South El Monte and Whittier Narrows areas, the Azusa/Irwindale/Baldwin Park area, the City of Alhambra and the La Puente/City of Industry area, which Site is depicted generally on the map attached as Exhibit 2. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants, have come to be located.

16. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. Statement of Facts

17. The Property is located within an area which is primarily industrial and commercial in nature and is established and developed. The Property has not been used for commercial purposes for the past several years.

18. Ekstrom Properties is purchasing the Property from Rathon for lease to Cardinal. Cardinal intends to operate a powder coating manufacturing plant on the Property.

19. The environmental condition of the soils and groundwater underlying the Property have been the subject of numerous investigations by Rathon and other entities. Many, if not all, of these investigations were conducted for, and the information produced was shared with, EPA and/or the California

Regional Water Quality Control Board - Los Angeles Region
("RWQCB").

20. Ekstrom Properties does not own or operate a facility within the Site and is not, and has never been, named a responsible party at the Site in which the Property is located.

21. Cardinal owns and operates a facility within the South El Monte Operable Unit of the Site. Cardinal is not, and has never been, named a responsible party at the Puente Valley Operable Unit of the Site, in which the Property is located.

22. Settling Respondents have informed EPA that:

a. Cardinal has operated in the San Gabriel Valley since 1952. Cardinal has drawn its labor pool almost exclusively from within the local community. Cardinal's personnel and management reflect the diverse social makeup of the area.

b. Cardinal dedicated its powder division in the City of Industry in 1987. The powder division manufactures industrial coatings that emit substantially less volatile organic compounds ("VOCs") than most industrial paints. Cardinal has assisted its customers in making the transition to these low emission coatings and Cardinal now supplies powder coatings to many businesses throughout California. In 1993, the South Coast Air Quality Management District awarded Cardinal with the Clean Air Award for Advancement of Air Pollution Technology. Cardinals powder division presently employs 55 individuals at its City of Industry location.

c. Cardinal now seeks to expand its powder production capacity while remaining in the area where its officers and employees reside, and where many of its customers are located.

23. Settling Respondents represent, and for the purposes of this Agreement, EPA relies on those representations, that Settling Respondents involvement with the Property has been limited to inspecting, auditing and performing environmental and other due diligence of the Property in connection with Settling Respondents purchase and lease of the Property.

IV. Payment

24. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein, Settling Respondents agree to pay to EPA the sum of one hundred and fifty thousand dollars (\$150,000), within 30 days of the date that this Agreement becomes final. This Agreement shall be considered final if and when, after the close of the public comment period specified in Paragraph 56, EPA notifies Settling Respondents in writing that EPA has not withdrawn or modified its consent to the

Agreement. The Settling Respondents shall make the payment required by this Agreement in the form of a certified check or checks made payable to "U.S. EPA Hazardous Substance Superfund," referencing EPA Region IX, EPA Docket Number 97-12, EPA Site Number 098V, DOJ case number 90-11-2-354J, and name and address of Settling Respondents. Payment shall be sent to:

U.S. EPA
Region IX, Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

Notice of payment shall be sent to those persons listed in Section XV (Notices and Submissions), and to:

Catherine Shen
Financial Management Specialist (PMD-6)
U.S. EPA Region IX
75 Hawthorne Street
San Francisco, California 94105

Eugenia Chow
Environmental Protection Specialist (SFD-7-3)
U.S. EPA Region IX
75 Hawthorne Street
San Francisco, CA 94105

25. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

V. Access/Notice to Successors in Interest

26. Commencing upon the date that Ekstrom Properties acquires title to the Property, Settling Respondents agree to provide to EPA and its authorized officers, employees, representatives, and all other persons performing response actions at the site under EPA oversight, an irrevocable right of access at all reasonable times to the Property for the purposes of performing and overseeing response actions at the Site or the Property under federal law. EPA agrees to provide reasonable notice to the Settling Respondents of the timing of response actions to be undertaken at the Property. Notwithstanding any provisions of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6901, ("RCRA") et seq., and any other applicable statute or regulation, including any amendments thereto.

27. Within 30 days after the date that this Agreement becomes final, the Settling Respondents shall record a certified copy of this Agreement with the recorder's office or registry of deeds for Los Angeles County, State of California. Thereafter, each deed, title, or other instrument executed by Settling Respondents, or either of them, conveying an interest in the Property shall contain a notice stating that the Property is subject to this Agreement. A copy of these documents should be sent to the persons listed in Section XV (Notices and Submissions).

28. The Settling Respondents shall take all reasonable steps to ensure that assignees, successors in interest, lessees, and sublessees (collectively, "Transferees") of the Property from Settling Respondents shall provide the same access and cooperation that is required by this Agreement. Settling Respondents shall expressly require any such Transferees to abide by the access and cooperation terms hereof in any subsequent lease, assignment or other conveyance by Settling Respondents. The Settling Respondents shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property by Settling Respondents are consistent with this Section, and Section XI (Parties Bound/Transfer of Covenant), of this Agreement.

29. Provided Settling Respondents comply with the requirements of Paragraphs 27 and 28 hereof, any failure of any Transferee (excluding Settling Respondents lessees and sublessees) to comply with the access provisions hereof, which is beyond the control of Settling Respondents, shall not deprive Settling Respondents of the benefits of this Agreement.

VI. Due Care/Cooperation

30. The Settling Respondents shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. The Settling Respondents recognize that the implementation of response actions at the Site or the Property may interfere with the Settling Respondents use of the Property. The Settling Respondents agree to cooperate fully with EPA in the implementation of response actions at the Site or the Property and further agree not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondents operations by such entry and response. In the event while in possession of the Property, the Settling Respondents become aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or

contaminants at or from the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release.

VII. Certification

31. By entering into this Agreement, the Settling Respondents certify that to the best of their knowledge and belief Settling Respondents have fully and accurately disclosed to EPA all information known to Settling Respondents and all information in the possession or control of Settling Respondents officers, directors, employees, contractors and agents which relates in any material way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property and to its qualification for this Agreement. The Settling Respondents also certify that, to the best of their knowledge and belief, they have not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property. If the United States determines that information provided by Settling Respondents is not materially accurate and complete, this Agreement, within the sole reasonable discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. United States' Covenant Not to Sue

32. Subject to the Reservation of Rights in Section IX of this Agreement and subject to payment of the amount specified in Section IV (Payment) of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Settling Respondents, for any and all civil liability for injunctive relief or reimbursement of response or other costs, pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) and Section 7003 of the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6973 ("RCRA") with respect to the Existing Contamination.

IX. Reservation of Rights

33. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue). The United States reserves and this Agreement is without prejudice to all rights against Settling Respondents with respect

to all other matters, including but not limited to, the following:

a. claims based on a failure by Settling Respondents to meet a requirement of this Agreement, including but not limited to Section IV (Payment), Section V (Access/Notice to Successors in Interest), Section VI (Due Care/Coopération), and Section XIV (Payment of Costs);

b. any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Property to the extent caused or contributed to by Settling Respondents, their successors, assignees, lessees or sublessees;

c. any liability resulting from exacerbation by Settling Respondents, their successors, assignees, lessees or sublessees, of Existing Contamination;

d. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Site not within the definition of Existing Contamination;

e. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

f. criminal liability;

g. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

h. liability for violations by Settling Respondents of any other local, State or federal law or regulations.

34. With respect to any claim or cause of action asserted by the United States (other than with respect to Existing Contamination), the Settling Respondents shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

35. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

36. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or the Property or to seek to compel parties other than the Settling Respondent (or its directors, officers, employees and agents) to perform or pay for response actions at the Site or the Property. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by U.S. EPA in exercising its authority. Settling Respondents acknowledge that they are purchasing and/or leasing property where response actions may be required.

X. Settling Respondents Covenant Not To Sue

37. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondents hereby covenant not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Property or the Puente Valley Operable Unit, or any claims arising out of response activities at the Property or within the Puente Valley Operable Unit, including claims based on EPA's oversight of such activities or approval of plans for such activities.

38. The Settling Respondents reserve, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of plans or activities at the Property or the Site, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA,, 42 U.S.C. § 9611, or 40 CFR 300.700(d).

XI. Parties Bound/Transfer of Covenant

39. This Agreement shall apply to and be binding upon the United States and shall apply to and be binding on the Settling Respondents, their officers, directors, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

40. Settling Respondents may assign or transfer the Property without the prior approval of EPA. Notwithstanding any

other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondents under this Agreement may only be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.

41. At least thirty (30) days prior to the date of any assignment, sale or lease of all or any portion of the Property, Settling Respondents, or any successor in interest, assignee or transferee then holding record title to the Property, shall notify EPA, as provided for in Section XV (Notices and Submissions), of the proposed transfer of the Property. Such notification shall include the name, address, and telephone number of the anticipated transferee, the proposed effective date of such assignment, sale or lease, and a description of the proposed assignment, sale or lease. Such notification shall also fully identify and disclose any and all connections that the anticipated transferee may have had with the Property, or to any entity that at any time held an interest in, or has been involved with, the Property. If no such connections exist, the notification shall contain a written certification that the anticipated transferee has had no previous involvement with the Property and no connection with any entity that held an interest in, or has been involved with, the Property.

42. After receipt of the notice specified in Paragraph 41, EPA will notify the transferor as to whether or not EPA consents to the transfer of the rights, benefits and obligations conferred under the Agreement to the person taking possession of the Property. Prior to or simultaneous with the assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement, including but not limited to the certification requirement in Section VII of this Agreement, in order for the Covenant Not to Sue in Section VIII to be available to that party. The Covenant Not To Sue in Section VIII shall not be effective with respect to any assignee or transferee who fails to timely provide such written consent to EPA, or who fails to comply with the terms of the Agreement. The transferor shall provide EPA with a copy of any agreements of transfer executed in connection with the assignment, sale or lease within thirty (30) business days of execution.

43. The Settling Respondents agree to pay the reasonable costs, including attorneys' fees, incurred by EPA to review any subsequent requests for consent to assign or transfer the rights, benefits and obligations hereunder.

44. In the event of an assignment or transfer of the Property by Settling Respondents or an assignment or transfer of an interest in the Property by Settling Respondents, the assignor or transferor shall agree to be bound by all the terms and conditions and subject to all the benefits, of this Agreement

except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly.

XII. Disclaimer

45. This Agreement in no way constitutes a finding by EPA or as to the risks to human health and the environment which may be posed by hazardous substances, contaminants or pollutants at the Property or the Site nor does it constitute any representation by EPA that the Property or the Site is fit for any particular purpose.

XIII. Document Retention

46. Settling Respondents agree to retain and make available to EPA all business and operating records, contracts, site studies and investigations and documents relating to the use, handling, storage, or disposal of hazardous substances, pollutants, or contaminants at the Property for at least ten years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondents shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XIV. Payment of Costs

47. If Settling Respondents fail to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Payment) of this Agreement, Settling Respondents shall be liable for all reasonable litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XV. Notices and Submissions

48. All notices to Settling Respondents should be sent to:

Lawrence C. Felix
Cardinal Industrial Finishes
1329 Potrero Avenue
South El Monte, California 91733-3088

with a copy to:

Mark J. Klaiman, Esq.
Landels, Ripley & Diamond, LLP
350 The Embarcadero
San Francisco, California 94105-2350

All notices to the United States should be sent to:

Brett P. Moffatt
Assistant Regional Counsel (ORC-3)
U.S. EPA
75 Hawthorne Street
San Francisco, California 94105

with a copy to:

Eugenia Chow
Superfund Project Manager (SFD-7-3)
U.S. EPA
75 Hawthorne Street
San Francisco, California 94105

XVI. Effective Date

49. Settling Respondents plan to take possession or control of the Property, at their own risk, before EPA completes its review of the public comments pursuant to Paragraph 56 of this Agreement, and possibly before the Regional Administrator and the Assistant Attorney General consent to and execute this Agreement. If the Regional Administrator and the Assistant Attorney General execute this Agreement and EPA does not withdraw or modify its consent to this Agreement after reviewing public comments, then the effective date of this Agreement shall be the date upon which Settling Respondents took possession or control of the Property. If the Regional Administrator or the Assistant Attorney General does not execute this Agreement, or if EPA withdraws or modifies its consent to this Agreement after reviewing public comments, then there is no Agreement and no effective date.

XVII. Termination

50. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of this Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s). Such termination by agreement shall not terminate the other provisions of this Agreement, except as the Parties may otherwise expressly agree.

XVIII. Contribution Protection

51. With regard to claims for contribution against Settling Respondents, the Parties hereto agree that the Settling Respondents are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. 9613(f)(2) for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

52. The Settling Respondents agree that with respect to any suit or claim for contribution brought by Settling Respondents for matters related to this Agreement, they will notify the United States, in writing, no later than 60 days prior to the initiation of such suit or claim.

53. The Settling Respondents also agree that with respect to any suit or claim for contribution brought against it for matters related to this Agreement, they will notify, in writing, the United States and California within 10 days of service of the complaint on them.

XIX. Exhibits

54. Exhibit 1 shall mean the description of the real property which is the subject of this Agreement.

55. Exhibit 2 shall mean the map depicting the Site.

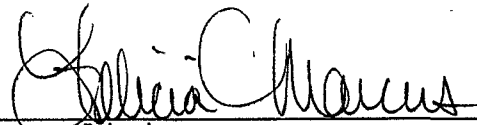
XX. Public Comment

56. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:



Felicia Marcus
Regional Administrator, Region IX

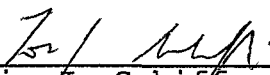
7/2/97

Date

IT IS SO AGREED:

U.S. DEPARTMENT OF JUSTICE

BY:



Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources Division

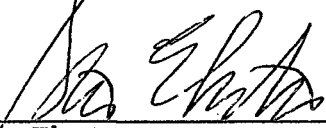
8/16/97

Date

IT IS SO AGREED:

EKSTROM PROPERTIES

BY:



Stan Ekstrom


6-16-97

Date

IT IS SO AGREED:

CARDINAL INDUSTRIAL FINISHES

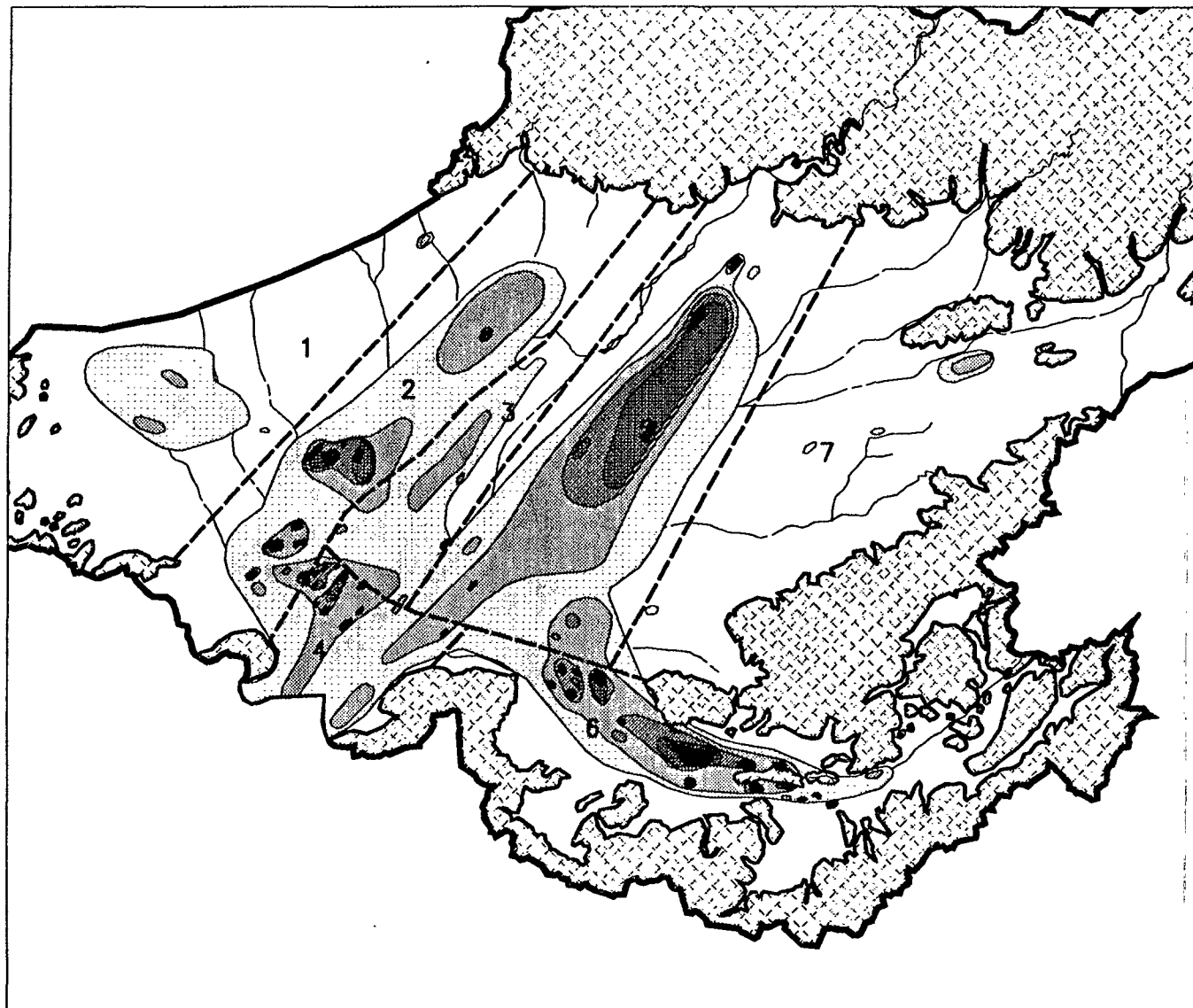
BY:



Lawrence C. Felix
Director of Corporate Affairs

6-16-97

Date



LEGEND:

- HYDROLOGIC BOUNDARY
- ALLUVIAL AQUIFER
- RI AREAS
- STREAMS
- CONTAMINATION ZONE BOUNDARY
- VOC CONTAMINATION POTENTIALLY EXCEEDING 1000X MCLS
- VOC CONTAMINATION POTENTIALLY RANGING FROM 100X TO < 1000X MCLS
- VOC CONTAMINATION POTENTIALLY RANGING FROM 20X TO < 100X MCLS
- VOC CONTAMINATION POTENTIALLY RANGING FROM 10X TO < 20X MCLS
- VOC CONTAMINATION POTENTIALLY RANGING FROM MCLS TO < 10X MCLS
- VOC CONTAMINATION POTENTIALLY RANGING FROM LABORATORY DETECTION LIMITS TO < MCLS
- BEDROCK OUTCROP

THE AREAS OF CONTAMINATION SHOWN REPRESENT SIMPLIFIED APPROXIMATIONS BASED ON THE MAXIMUM CONCENTRATION OF VOC DETECTED BETWEEN JUNE 1990 AND AUGUST 1991 OR THE LAST SAMPLE IF NONE EXISTS IN THIS TIME PERIOD. BECAUSE OF THE LONG TIME PERIOD, A WELL MAY AT TIMES PRODUCE WATER WITH DIFFERENT CONTAMINANT LEVELS THAN THOSE INDICATED. DIFFERENCES COULD ALSO BE CAUSED BY THE VERTICAL VARIABILITY IN CONTAMINATION (THE FIGURE IS A TWO-DIMENSIONAL DEPICTION OF CONTAMINATION THAT ACTUALLY VARIES WITH DEPTH).

THE FIGURE SHOWS ONLY REGIONAL VARIABILITY IN CONTAMINATION. IN MUCH OF THE BASIN, DISTANCES BETWEEN DATA POINTS ARE IN THE 1,000'S OF FEET. THUS, THERE IS SIGNIFICANT UNCERTAINTY IN THE TRUE LOCATIONS OF THE CONCENTRATION CONTOURS.

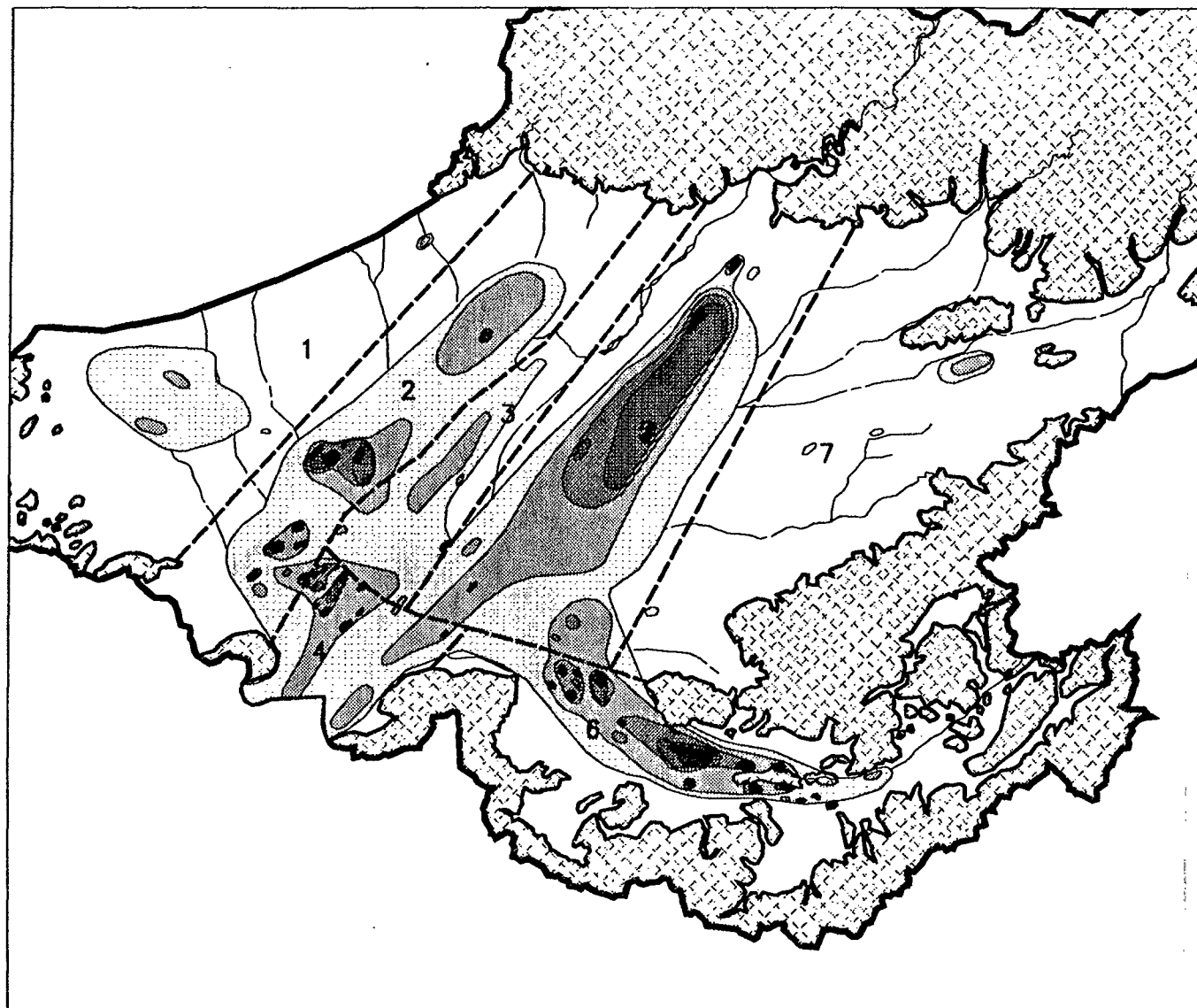


0 1 2 3 4 5

MILES

BALDWIN PARK OPERABLE UNIT
FEASIBILITY STUDY
San Gabriel Basin

FIGURE 1-2
APPROXIMATE AREAS OF GROUNDWATER CONTAMINATION
IN THE SAN GABRIEL BASIN



LEGEND:

- ~ HYDROLOGIC BOUNDARY
- ~ ALLUVIAL AQUIFER
- ~ RI AREAS
- ~ STREAMS
- ~ CONTAMINATION ZONE BOUNDARY
- VOC CONTAMINATION POTENTIALLY EXCEEDING 1000X MCLs
- VOC CONTAMINATION POTENTIALLY RANGING FROM 100X TO < 1000X MCLs
- VOC CONTAMINATION POTENTIALLY RANGING FROM 20X TO < 100X MCLs
- VOC CONTAMINATION POTENTIALLY RANGING FROM 10X TO < 20X MCLs
- VOC CONTAMINATION POTENTIALLY RANGING FROM MCLs TO < 10X MCLs
- VOC CONTAMINATION POTENTIALLY RANGING FROM LABORATORY DETECTION LIMITS TO < MCLs
- BEDROCK OUTCROP

THE AREAS OF CONTAMINATION SHOWN REPRESENT SIMPLIFIED APPROXIMATIONS BASED ON THE MAXIMUM CONCENTRATION OF ANY VOC DETECTED BETWEEN JUNE 1989 AND AUGUST 1991 OR THE LAST SAMPLE IF NONE EXISTS IN THIS TIME PERIOD. BECAUSE OF THE LONG TIME PERIOD, A WELL MAY AT TIMES PRODUCE WATER WITH DIFFERENT CONTAMINANT LEVELS THAN THOSE INDICATED. DIFFERENCES COULD ALSO BE CAUSED BY THE VERTICAL VARIABILITY IN CONTAMINATION (THE FIGURE IS A TWO-DIMENSIONAL DEPICTION OF CONTAMINATION THAT ACTUALLY VARIES WITH DEPTH).

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0 1 2 3 4 5

MILES

FIGURE 1-2

APPROXIMATE AREAS OF GROUNDWATER CONTAMINATION
IN THE SAN GABRIEL BASIN

BALDWIN PARK OPERABLE UNIT
FEASIBILITY STUDY
San Gabriel Basin